

LOCATION MAP

COVENANTS, LIMITATIONS, AND RESTRICTIONS

These covenants, limitations, and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until 12/31/2010, at which time said covenants, limitations and restrictions shall be automatically extended for successive ten year periods unless by a vote of two-thirds (2/3) of the lot owners in the subdivision it is agreed to change said covenants in whole or in part. Each lot within the subdivision shall have one (1) vote per lot for the purpose of changing the covenants. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants, limitations or restrictions herein, it shall be lawful for any person or persons owning lots in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, limitation or restriction, either to restrain violations or to recover damages. Invalidation of any one of these covenants, limitations or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full effect.

1. No lot within the subdivision may be subdivided.
2. Site built homes and/or double wide mobile homes may be allowed on other lots, provided, however, each double wide mobile shall be underpinned with brick with a masonry foundation.
 - a) All mobile homes will be double wide and must be manufactured as a unit. All mobile homes must be new.
 - b) Roofs must be pitched on at least a 3/12 covered with material that is residential in appearance including, but not limited to wood, asphalt, or fiberglass shingles, but excluding corrugated aluminum, corrugated fiberglass, or metal roof.
 - c) Exterior siding must be residential in appearance, including but not limited to clapboards, simulated clapboards such as covental vinyl or horizontal metal siding, wood shingles, shakes, or similar material, but excluding smooth raved, or corrugated or plastic panels.
 - d) All porches must be of masonry or treated wood being 150 square feet in size.
3. No animals may be raised or kept for commercial purposes, except as stated below. Household pets may be kept, bred or maintained for commercial purposes. All swine are prohibited. Notwithstanding the above, horses and cattle may be raised and kept for commercial purposes provided that no more than two large animals per acre (horses and cattle) are permitted on any lot. Other animals may be permitted at the developer's discretion in writing.
4. All dwellings or other structures on lots must be in compliance with the requirements of the DeSoto County Planning Commission.
5. No noxious or offensive trade or activity may be carried on upon any lot nor may anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No business or trade of a commercial nature may be carried on upon any lot.
6. Easements for the installation and maintenance of the utilities and drainage areas are reserved as shown on the plat. There is a 50-foot front yard minimum set-back from the road right-of-way on each lot and a 40-foot minimum rear yard setback.
7. All water wells and sewer disposal units must be approved by the DeSoto County Health Department and comply with their regulations.
8. No unlicensed, abandoned or junked vehicles and/or junked appliances may be kept on any of the lots in the subdivision or within the right-of-way of the roads within the subdivision.
9. No structure of a temporary nature such as basements, tents, sheds, garages, barns, motor homes or other out buildings shall at any time be used, either temporarily or permanently, as a residence.
10. No dumping or accumulation of trash, garbage, discarded personal effects, or other debris shall be permitted.
11. Trash, garbage and other waste or rubbish shall be kept in a sanitary container provided specifically for those purposes. All equipment for the storage and disposal of such materials shall be approved by the County and shall be kept in a clean, sanitary and orderly condition.
12. No inoperative unlicensed vehicles or parts of same, shall be permitted.
13. All driveways installed to the property from its abutting road-way must use a pipe of sufficient size and length or insure proper drainage, if a pipe is needed.
14. No structure shall be erected, placed or structurally altered upon any lot until the building plans, specifications and plot plan showing the location of such building, has been approved by the developer as to conformity of quality and exterior design and as to topography and finished grade elevation.
15. No incomplete or junk type structures shall be permitted on the property, and no camper type trailer, tent or shack may be used either temporarily or permanently as a dwelling.
16. Invalidation of any one of these covenants by judgment or court action shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure on the part of the owner of any lot in the subdivision, or any addition thereof, to object to the violation of any provision herein contained, or to institute legal proceedings to enforce any such provision regardless of the duration of such failure, shall not constitute a waiver of, or estoppel to assert, any right conferred by these covenants, restrictions, and limitation.
17. These covenants, limitations, and restrictions, or any part of them, may be amended only by the vote of the owners of 50% of the lots in the subdivision after the developer ceases to own a lot. The developer may amend these covenants at any time as long as he owns one lot.
18. Lots 1 and 11 shall have no driveway access to Grassy Pond Road.

OWNER/DEVELOPER
EBI, INC.
Robert M. Bailey
Jimmy W. Eubanks
P. O. Box 7
Tunica, MS 38676
(601) 363-1431

R&A
RUTHERFORD & ASSOCIATES
ENGINEERING CONSULTANTS - SURVEYORS
314 WEST VALLEY STREET, SUITE 204
BIRMINGHAM, MISSISSIPPI 38201
TELEPHONE 901-428-0786 FAX 901-428-0841

MARCH 12, 1999

(1) Water usage not to exceed 1000 gal/day
(2) Under ground ab option would not be good for these lots.

OWNER'S CERTIFICATE

I, EBI, INC., owner of the property shown hereon hereby adopt this as our plan of subdivision and dedicate the right-of-way of roads to the public use forever and reserve for the public utilities the utility easements shown on the plat. I certify EBI, INC. in owner of the property and that no taxes have become due and payable. This the 14 day of March, 1999.

Robert M. Bailey
ROBERT M. BAILEY, President
EBI, Inc.

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me the undersigned authority in and for said county and state on the 14 day of March, 1999, within my jurisdiction the within named ROBERT M. BAILEY, who acknowledged he is President of EBI, INC., a Mississippi corporation and that for and on behalf of said corporation and as its act and deed he executed the above and foregoing instrument after having been duly authorized by said corporation so to do.

Diana B. Longstre
NOTARY
My commission expires: April 24, 2001

CERTIFICATE OF SURVEY

This is to certify that I have drawn the plat from a survey by myself and from deeds of record and that the plat represents the information and that it is true and correct.

Danny S. Rutherford
DANNY S. RUTHERFORD, P.E. 6306, L.S. 1665

Approved by the DESOTO COUNTY PLANNING COMMISSION on the 29th day of April, 1999

James L. Hedrick
ATTEST
Mike Robison

Approved by the DESOTO COUNTY BOARD OF SUPERVISORS on the 5th day of May, 1999

James L. Hedrick
PRESIDENT
W. E. Davis Chancery Clerk
CLERK OF THE BOARD
J. B. Cleveland

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I hereby certify that the subdivision plat shown hereon, was filed for record by my office at 2:30 o'clock P.M. on the 14 day of March, 1999 and was duly recorded in Plat Book 66 on Page 45-46

W. E. Davis Chancery Clerk
CHANCERY COURT CLERK
J. B. Cleveland

GRASSY POND

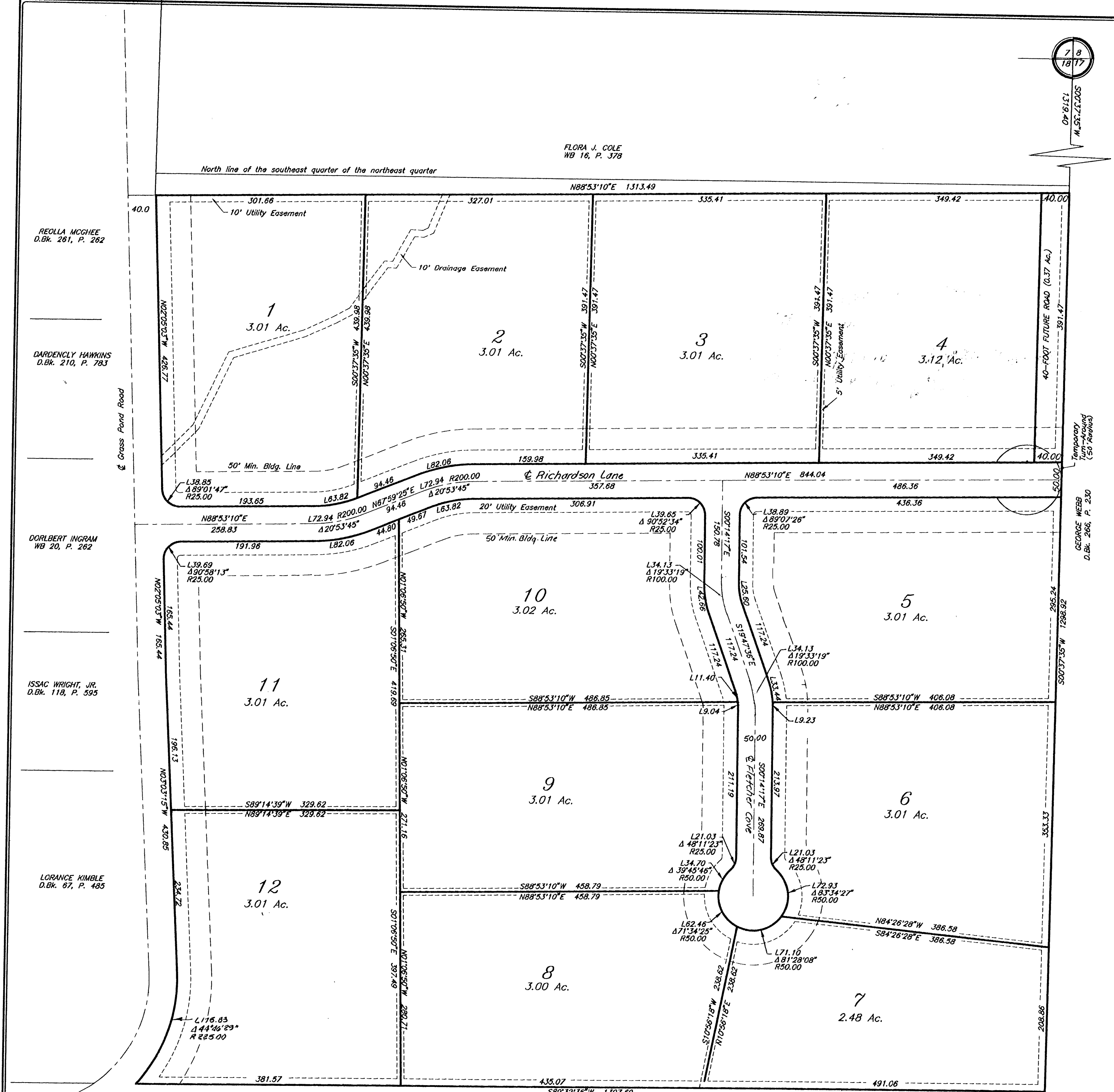
LOTS 1 THRU 12

38.05 ACRES, ZONED A, IN THE NORTHEAST QUARTER
OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 6 WEST,
DESOTO COUNTY, MISSISSIPPI

081FP
SHEET 1 OF 2

44

44



SIDEDRAIN DIAMETER BY LOT	
LOT NO.	DI.
1	18
2	18
3	18
4	18
5	18
6	15
7	15
8	15
9	15
10	18
11	24
12	24



- SETBACK REQUIREMENTS
- 50'-Feet - Front Yard Setback
 - 40'-Feet - Back Yard Setback
 - 15'-Feet - Side Yard Setback (stick-built)
 - 20'-Feet - Front Utility Easement
 - 10'-Feet - Back Utility Easement
 - 100'-Feet - Side Yard Setback (Mobile Home)

NOTES

Water is provided by individual wells.
Sewer is provided by individual on site treatment plants.

Driveway culverts are the responsibility of the lot owner and not the responsibility of the developer or county officials.

According to Federal Emergency Management Agency Flood Insurance Rate Map No. 28033C0150 D, dated May 3, 1990, the hereon shown property is not located in a flood hazard zone.

All property corners monumented with steel fence rails.

OWNER/DEVELOPER
EBI, INC.
Robert M. Bailey
Jimmy W. Eubanks
P. O. Box 7
Tunica, MS 38676
(601) 363-1431

GRASSY POND

LOTS 1 THRU 12
38.05 ACRES, ZONED A, IN THE NORTHEAST QUARTER
OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 6 WEST,
DESOTO COUNTY, MISSISSIPPI

D81FP
SHEET 2 OF 2

R&A
RUTHERFORD & ASSOCIATES
ENGINEERING CONSULTANTS - SURVEYORS
214 WEST VALLEY STREET, SUITE 205
MEMPHIS, MISSISSIPPI 38102
TELEPHONE 901-528-5788 FAX 901-528-5881

MARVIN J. GOLDMAN
D.Bk. 64, P. 451